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CISCO TECHNOLOGY, INC.

**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

CISCO SYSTEMS, INC., a California  
corporation, and CISCO TECHNOLOGY,  
INC., a California corporation,

Plaintiffs,

v.

DEXON COMPUTER, INC., a Minnesota  
corporation,

Defendant.

CASE NO. 3:11-cv-01455 WHA

**STIPULATION FOR DISMISSAL OF  
ACTION WITH PREJUDICE;  
[PROPOSED] ORDER**

**[Fed. R. Civ. P. 41]**

DEXON COMPUTER, INC., a Minnesota  
corporation, ,

Counterclaim Plaintiff,

v.

CISCO SYSTEMS, INC., a California  
corporation,

Counterclaim Defendant.

**STIPULATION**

WHEREAS, on or about March 25, 2011, Cisco Systems, Inc. and Cisco Technology, Inc. (“Plaintiffs”) filed a lawsuit against Dexon Computer, Inc. (“Dexon”) in the United States District Court for the Northern District of California, titled *Cisco Systems, Inc. and Cisco Technology, Inc.*

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1 v. *Dexon Computer, Inc.*, which was finally assigned Case No. 3:11-CV-01455-WHA (the  
2 “Complaint”), and;

3 WHEREAS, on or about June 9, 2011, Dexon filed an Amended Answer to the Complaint,  
4 which included Counterclaims against Cisco (“Counterclaim”), and;

5 WHEREAS, all Parties in this action have entered into a Confidential Settlement  
6 Agreement (“Settlement Agreement”), which was finally executed on December 6, 2011, and;

7 WHEREAS, through that Settlement Agreement, Plaintiffs have agreed to dismiss with  
8 prejudice their Complaint against Dexon, with each party to bear their own costs and attorneys’  
9 fees, and;

10 WHEREAS, through that Settlement Agreement, Dexon has agreed to dismiss with  
11 prejudice its Counterclaim against Cisco Systems, Inc., with each party to bear their own costs and  
12 attorneys’ fees.

### 13 AGREEMENT

14 IT IS HEREBY STIPULATED AND AGREED that this action should be dismissed by the  
15 Court in its entirety and with prejudice.

16 IT IS FURTHER AGREED, that the parties shall bear their own costs and attorneys’ fees  
17 incurred in connection with this action.

18 DATED: December 8, 2011

Respectfully submitted,

19 SIDEMAN & BANCROFT LLP

20  
21 By: /s/ Louis P. Feuchtbaum

JEFFREY C. HALLAM

LOUIS P. FEUCHTBAUM

Attorneys for CISCO SYSTEMS, INC., and CISCO  
TECHNOLOGY, INC.

24 DATED: December 8, 2011

BRIGGS AND MORGAN, P.A.

26 By: /s/ Michael M. Lafeber

MICHAEL M. LAFEVER

ERIN O. DUNGAN

1 DATED: December 8, 2011

MICLEAN GLEASON, LLP

2  
3 By: /s/ David J. Miclean

4 DAVID J. MICLEAN

5 Attorneys for Defendants and Cross-Complainants  
DEXON COMPUTER, INC.

6 **ATTESTATION OF CONSENT OBTAINED FROM SIGNATORIES**

7 **(GENERAL ORDER 45)**

8 Pursuant to General Order 45, I hereby attest that I obtained the concurrence of all signatories  
9 on this document to file this document on their behalf with the Court. I declare under penalty of  
10 perjury of the laws of the United States of America that the foregoing is true and correct.

11 Executed on December 8, 2011

/s/ Louis P. Feuchtbaum

12 Louis P. Feuchtbaum

13  
14  
15 **[PROPOSED] ORDER**

16 Pursuant to the Stipulation of the parties as set forth above,

17 IT IS HEREBY ORDERED that this action is dismissed in its entirety with prejudice with  
18 each party to bear its own costs and attorneys' fees.

19 DATED: December , 2011

20  
21 By: \_\_\_\_\_

22 JUDGE, UNITED STATES DISTRICT COURT

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